#### North Devon WakePark

#### **Terms and Conditions**

# registered company details

North Devon WakePark The Milky Way Adventure Park Bideford EX39 5RY

#### **Definitions**

This agreement is between North Devon Wake Park Ltd and you the customer.

We, us or our refers to North Devon Wake Park

You and your refer to you the customer

# **Rules of participation**

By completing any bookings, you agree that you and all participants have read and understood the information in this document and will complete the medical declaration to the best of my knowledge on arrival. You do NOT have any medical conditions that may preclude me from undertaking the activities. If any medical information changes you agree that you will make North Devon Wakepark aware of the condition. You will tell the office staff before you enter

the water and also inform the staff taking my session of my medical condition(s). By not doing this you understand that any injury that may occur is of my own fault.

You also realize that the activities offered have some risk involved, which may be of a type not encountered during normal life and that this risk whist small cannot be eliminated without making the activities pointless.

North Devon Wakepark has done its utmost to reduce these risks.

You will not do anything that may jeopardize your own or others safety and will comply with the instructions given by the North Devon Wakepark staff.

As in all sport there is a risk that you may injure yourself or damage equipment or clothing.

We have a minimum age of 5 on the Aquapark and a minimum height of 110cm and that all children under the age of 8 need to be accompanied by an adult with a ration of 1:2. all participants who enter the water but be confident in water and be able to swim 50 meters with a lifejacket on.

We have an optional box on our medical form, to enter your email if you do enter your email you agree to allowing North Devon Wakepark to send emails to this address advertising deal/promotions and news about the park.

Your signature gives the instructor concerned and the North Devon Wakepark staff the right to take emergency action and make related decisions in the case of such action being considered necessary. We may take photos of sessions for use of promotional material. Signing this statement does not affect your legal rights or our obligation towards you. This is valid for 12 months and we will assume that your information is the same unless you tell us otherwise

Any false information provided will be treated as your correct information as we do not have the rescores to check up the information, and failing/lying about completing a medical declaration could result in injury due to our staff being misinformed. This will be completely your fault and we will take no responsibility to this.

# refund and cancellation policy

We offer a full refund if you cancel the booking more than 72 hours in advance to your session and any less time given will result in no refund. We reserve the right to postpone/cancel sessions due to adverse weather conditions (i.e. High wind, Fog, Lightning). If you are late to a session we will do what we can to try and accommodate but we cannot guarantee entry and will not be able to refund you.

# Safety and operating

By entering the Aquapark we agree to abide by the rules given at the safety briefing and by breaking any of the rules we reserve the right to remove you from the water and be given no refund. I am NOT under the influence of drugs or alcohol, if you are found under the influence then you will be removed from the water and given no refund. I agree to participate in activities provided by North Devon Wakepark

#### **Park Rules**

North Devon Wake Park does not accept any responsibly for loss, damage or theft of anyone belongings whilst on North Devon Wake Park property.

All dogs who come to the park must be well behaved and remain in their owner's car and kept on leads the whole time. Along with any mess caused must be cleaned up immediately so to keep the place nice and tidy.

Smoking is not permitted on the wooded decking area for obvious fire safety however we do allow it in the car park and on grass areas along as butts are placed in bins that are provided.

Anyone wanting to go in the water must be partaking in an activity and nobody is allowed in the water without a lifejacket on.

We have slacklines for people to use free of charge and these are here for people to enjoy but are unsupervised and you are at your own risk in going on them.

Littering is not accepted, we love how the lake looks and don't want it spoilt so please put it in the bins provided.

The use of any foul language is not tolerated as we are a family friendly park and want everyone to have the best time possible.

By entering the site, you agree to abide by our rules and respect everyone and everything at the park. Any damage you cause to the property or equipment due to destructive behaviour will be charged to you.

All of our activities are subject to availability and recommend that you book in advance to secure the activity you want to do.

Children under the age of 16 must not be left alone at the park and unsupervised. The activities are not a means of childcare.